



FULTON COUNTY

Vision

People Families Neighborhoods

Mission

*To serve, protect and govern in concert with
local municipalities*

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT
REQUEST FOR INVITATION TO BID NO. 05ITB44246YB-CC**

Medical/Clinical Cleaning Services

For

Health and Wellness

**BID DUE TIME AND DATE: 11:00 A.M. EST. June 7, 2005
PURCHASING CONTACT: Charlie Crockett at (404) 730-5823
E-MAIL: charlie.crockett@co.fulton.ga.us**

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

INVITATION TO BID
FULTON COUNTY MEDICAL/CLINICAL CLEANING SERVICES
For
Fulton County Department of Health & Wellness

SECTION I
INTRODUCTION AND GENERAL CONDITIONS

Fulton County Purchasing Department is soliciting bids from qualified vendors to provide medical/clinical office cleaning services for the Department of Health and Wellness for the fiscal year 2006, July 1, 2005 through June 30, 2006 and future terms.

DESCRIPTION

- A. The work will be performed at the County health facility listed and any added during the life of this contract. The successful bidder shall furnish all medical/clinical office cleaning services and the labor, materials, cleaning supplies, restroom supplies (including soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of medical/clinical office cleaning services at these facilities. Fulton County will accept original bid responses specifically tailored to solve our medical/clinical janitorial problems.
- B. The apparent silence of this specification and any supplement thereto as to details, or the omission of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. County reserves the right to require Contractor to use alternate methods or products at no additional cost to the County if satisfactory results are not being achieved. Contractor performance will be evaluated in terms of the cleaning results achieved. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
- C. Background checks must be conducted by the Contractor at Contractor's expense on all employees assigned to clean County health facilities. Persons with convictions related to drug use, larceny, or offenses involving violence shall not be employed on this contract.
- D. Successful bidder must be prepared to fully assume responsibilities of this contract and begin cleaning facilities within 30 days after notification of approval of award by the Fulton County Board of Commissioners. Failure to adhere to this time line will be grounds for selection of the next qualified bidder to fulfill this contract.
- E. It is highly recommended that bidders visit all facilities on which they are bidding before submitting a bid. Failure to make such a visit will not relieve bidder of the responsibility to: 1) submit a complete bid in proper form, or 2) properly clean a facility if awarded.

- F. Any health facilities that are added to or deleted from the list will be done so at the same price per square foot being charged for that location. Any additional health facility that is added to the contract, and does not reasonably belong to one of the existing health centers will be added at a price per square foot that is mutually agreeable to both parties and within BOMA guidelines.
- G. Any remarks or apparent errors in the specification or exceptions taken to the content of the specification must be clearly presented by the bidder as an attachment titled "Remarks and Exceptions". Failure to do so is an agreement by the bidder that they accept the terms and conditions of the specifications as written.

AWARD

- A. Fulton County intends to award a contract to the lowest responsible and responsive bidder for each health center; however any or all health centers may be awarded to a single vendor if the County determines that it is in its best interests to do so. The initial award will be from the date of award through June 30, 2006. Fulton County reserves the right to renew this contract for two (2) successive twelve (12) month periods, beginning on July 1, 2006 through June 30, 2007; and July 1, 2007 through June 30, 2008. Any award is contingent on availability of appropriated funding for each calendar year, satisfactory contractor performance, and compliance with County rules, policies, contract terms, and conditions. All bid prices shall remain firm for 180 days from the bid opening date. If an award is made, all bid prices shall remain firm for the stated term of the contract.
- B. Any Bids received after the bid due date and time will not be considered in the award process.
- C. Fulton County reserves the right to accept or reject any or all bids and to waive any technicalities and informalities.

POINT OF CONTACT

- A. The point of contact for procedural information can be obtained from the Purchasing Department at (404) 730-5800. It is requested that questions regarding the specifications be submitted to the Purchasing Department in writing prior to the closing date. If any substantive changes or clarifications are made to one vendor they will be made to all in the form of a written addendum to this ITB.
- B. No oral, telegraphic, telephone, nor facsimile bids or modifications of a bid will be considered. Written modifications to a bid will be accepted only prior to the bid opening date and time.

INVOICING

- A. Invoice should be sent to the address below to expedite payment of invoices.

Fulton County Department of Health and Wellness
 Attn: Material Management - Accounts Payable
 (404) 730-1252
 99 Jesse Hill Jr. Dr. S.E.
 Atlanta, GA 30303

- B. Invoices submitted must include the purchase order number, item number(s) and item description(s), and net prices.
- C. Invoices will be returned unpaid to the vendor when one of the following conditions exists:
1. Invoice does not contain all the required information.
 2. Price on the invoice does not correspond to the bid price.
- D. The bidder agrees to observe Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by the Department of Health & Wellness.
- E. Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice by the Fulton County Department of Health and Wellness. Parties hereto expressly agree that the above contract term shall supercede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1etseq, pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.
- F. The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.
- G. The successful vendor will comply with all lawful agreement, if any, which the said successful vendor has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

SECTION II REQUIRED SUBMISSIONS

BID PACKAGE

Bidder must submit five (5) copies of the bid. At least one must contain original signatures. The other four may be photocopies but must be complete in all other respects.

BIDDER'S QUALIFICATIONS

Each bidder shall have a minimum of five (5) years demonstrable experience providing this type and level of medical/clinical cleaning service. The bidder shall provide a list of contracts held over a period of not less than three years. The listing must include:

- A. The work performed, (indicate if being done as prime- or sub-contractor), number of facilities, total square footage for all facilities, highest and lowest square footage per unit within the group of facilities, length of contract, contract administrator, and telephone number.
- B. Names, addresses, and phone numbers of at least three (3) individuals who can verify the bidder's ability to perform work of this type and scope.
- C. At least one reference must be equal to or less than three (3) years old, showing that the bidder has recently performed this type and scope of work in facilities of similar size, type, and geographical dispersion.
- D. Membership in any professional cleaning and/or certifying organization.
- E. Training and professional certification of each person who will be involved in the Fulton County contract.

BIDDER'S ORGANIZATION

- A. Each bidder shall demonstrate its ability to organize and manage medical/clinical janitorial projects at multiple sites.
- B. Each bidder shall graphically illustrate the position of the Account Executive for this contract in the overall corporate organization. The bidder shall include a current resume of the Account Executive, Project Manager, and/or Site Manager, with emphasis on experience, responsibilities, current and expected workload of these people.
- C. Each bidder shall show how corporate support is to be provided to the project.
- D. Each bidder shall graphically demonstrate the relationship between the Account Executive and the Project/Site Manager. Detailed attention must be placed on the authority of these officers to execute key decisions under normal, urgent, and emergency situations.

- E. The Account Executive and the Project/Site Manager shall be accessible to the Fulton County Contract Administrator(s) twenty-four (24) hours per day, seven days per week. The bidder must show how it intends to provide this accessibility and the required coverage. Project/Site Managers must be physically at the facilities during cleaning hours. If the assigned Project/Site Manager is out sick, on vacation, terminated, or otherwise unavailable, the Fulton County Contract Administrator must be notified immediately (within 24 hours) of who on site is in charge of operations.

Contract Administrator: Jerry Whitehead @ (404) 730-1246

- F. Each bidder shall provide brief information about the records kept on employees before, during, and after employment, in the following format:
1. Method of recruiting new employees.
 2. Results of background check performed by the company and criteria for determination of hiring based on information revealed by background check.
 3. Photo identification and uniform policy.
 4. Employee training and development.
 5. Safety procedures.

TRAINING

Bidder shall include a comprehensive training plan, which includes at a minimum:

- A. Specific training each employee involved in this contract (including supervisory and management personnel) has already received.
- B. Specific training each employee involved in the contract (including supervisory and management personnel) will receive during the term of this contract. Include the frequency of any repetitive training.
- C. Include details of when and where such training is to be accomplished. Fulton County reserves the right to observe any such training.
- D. Description of how the effectiveness of the training is to be measured.

KEY CONTROL AND SECURITY PLAN

The bidders must include a plan showing how they will handle and control keys issued to them as well as electronic security codes made known to them under this contract. This plan should indicate who will have the responsibility for all keys and how they plan to obtain keys from personnel who are terminated. The successful bidder shall be responsible for all keys issued to them. The contracted vendor will replace all lost keys and broken keys at vendor's expense. In the event the loss of keys requires lock replacement, the cost of replacing locks will also be charged to the vendor. In facilities with electronic alarms systems, the contracted vendor will be responsible for paying any fines assessed for law enforcement responses to false alarms attributable to vendor's employees. Employees must sign in and out with security in facilities where guards are in place. Security may inspect bags at any time.

PILFERAGE OF ITEMS AND VANDALISM

Bidders must indicate how they plan to make sure that valuable items are not broken, abused or stolen. Failure to control pilferage and vandalism can be grounds for termination of this contract. Employees must have a background check completed prior to working on County property. The cost of replacing any items stolen or broken by vendor's employees will be charged to the vendor.

THE USE OF SUBCONTRACTORS

The successful bidder(s) shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contract, by these Documents has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors.

The Contract shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract to which the subcontractor will be bound, and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein.

In the event that a subcontractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work that was to be performed by subcontractor shall then be removed from the Contractor's Work and shall be performed by contractor working directly for the County.

FINANCIAL STATEMENT AND FINANCING

Each bidder must present a two year Financial Statement that includes a profit/loss statement, cash flow and balance sheet.

- A. The last period shown must be for the immediately preceding fiscal year and cover two (2) financial periods of not less than 12 months each. More recent interim financial statements should also be included.
- B. Joint ventures must include a financial statement for both companies and a projected financial statement for the project/joint venture.
- C. Each bidder must show in their bid response that it has the financial capability to provide a minimum of three months cash flow to pay employees and vendors (before receiving any monies from Fulton County from this contract) to support its current level of business and the additional work that this contract would require. Bidders who cannot provide this assurance will not be considered for award.

Failure to submit financial statements shall be deemed non-responsive.

QUALITY CONTROL PLAN

The bidder must develop a comprehensive quality control plan. This plan must assure that all facilities are maintained at all times at the level of cleanliness defined in this package. At a minimum, the Quality Control plan shall include the following information:

- A. Identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the Fulton County Building Maintenance Managers, Inspection Supervisors, and Inspectors to maintain the buildings at the standard required.
- B. The method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.
- C. The bidder must include in the plan a suitable method for inspecting and recording infrequently performed services.
- D. The plan should show the action(s) necessary to prevent unsatisfactory service(s) from recurring.
- E. This plan should include a suitable way to inform the Fulton County representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly).
- F. The bidder must develop a checklist acceptable to Fulton County to record the inspections. Include a sample checklist as part of this bid. All checklists must be given to the Fulton County Contract Administrator at the weekly meetings with contractor. Failure to provide the inspection checklists may result in an adverse Contractor Performance Report.

- G. The bidder must also describe what the contingency plan is for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled, suppliers do not meet delivery schedules, sub-contractors fail to provide service, or other problems arise.

Failure by the contractor to implement the approved plan and pursue it diligently from the commencement of the contract may be considered grounds for default.

BONDS AND INSURANCE

1. BOND REQUIREMENTS

A. **BID BOND:** A bid bond in the amount of five percent (5%) of the amount bid for one year of service must be submitted with the bid.

B. **PERFORMANCE & PAYMENT BONDS:** Each respondent must submit with the bid a signed statement from an authorized surety indicating proof of ability to provide Performance and Payment Bonds in an amount equal to One Hundred Percent (100%) of one year's cost of service. If awarded the contract, the successful bidder will be required to provide a Performance Bond in an amount of One Hundred Percent (100%) of one year's cost of service, within ten (10) days after notice of award and prior to the start of any work. If the contract is renewed, all bonding requirements must also be continued covering the then-current annual amount of the contract.

1. All Bonds must be written by a licensed Georgia Agent in a company licensed to write surety bonds in the state of Georgia and acceptable to Fulton County. Bonds are to be made out to Fulton County, Georgia.
2. Attorneys-in-fact who sign contracts and/or bonds must file a certified and effectively dated copy of their power-of-attorney with each document signed.
3. Bonds shall be written by a surety listed in the Department of the Treasury Circular 570; authorized to do business in the State of Georgia; and shall have an underwriting limitation in excess of 100% of the contract amount. The bonds and surety shall be subject to approval by the Attorney for the County.

Failure to provide bonding within ten (10) days after the notification of award will be grounds for selecting the next qualified bidder.

2. INSURANCE REQUIREMENTS

Insurance must be written by a licensed Georgia agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

- A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.
- B. Each respondent shall submit with the quote proof of insurance indicated below. The insurance shall be for the contract period.
- C. Respondent must maintain, at their expense, insurance in at least the following amounts and types.

1. **Workers Compensation – Statutory (In compliance with the Georgia Worker Compensation Act)**

Employers Liability	By Accident	Each Accident	\$500,000
Insurance	By Disease	Policy Limit	\$500,000
	By Disease	Each Employee	\$500,000

2. **Commercial General Liability Insurance (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products/Completed Operations	Aggregate Limited	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

3. **Business Automobile Liability Insurance**

Combined Single Limits Each Occurrence \$1,000,000
(Including operations of non-owned, owned, and hired automobiles).

4. **Professional Liability** Each Occurrence \$1,000,000
(Required if respondent is providing quotation for professional services).

5. **Fidelity Bond (Employee Dishonest)** Each Occurrence \$100,000

6. **Electronic Data Processing Liability** Limits \$1,000,000
(Required if computer contractor)

7. **Umbrella Liability**
(In excess of above noted coverage's) Each Occurrence \$3,000,000

Failure to submit the proper insurance documents will be grounds for the rejection of the bid.

BID PRICES

- A. Each bidder must submit the pricing schedule for the health center listed. Indicate “No Bid” if the bidder does not wish to bid. Failure to submit the pricing schedule will be grounds for rejection of the bid.
- B. Optional pricing is allowed but must be clearly spelled out in a separate attachment to the base pricing schedule(s).
- C. Each bid must include a price per square foot for the applicable health center.
- D. Each Bidder is required to pay each employee a minimum of \$7.00 per hour for the term of the contract.

SECTION III EVALUATION CRITERIA

Fulton County will use all information requested in the previous section or elsewhere in this Invitation to Bid, plus any additional information submitted, to evaluate the bids received. Any bid, which does not contain required information, may be eliminated as non-responsive. Particular emphasis will be placed on:

- 1. **Bid Price** - Fulton County will use the BOMA Experience Exchange Report and Regional Market Analysis to determine a reasonable price range per square foot for these services. Any bid falling substantially outside this range will be rejected.
- 2. **References** - All references will be contacted. Visits may also be made to locations where bidder is currently working or has worked in the past. Information from these contacts will be used to evaluate the bidder's quality of work.
- 3. **Quality Control Plan** - This must be a clear and complete outline of how the bidder intends to run this contract.
- 4. **Completeness of Bid** - The bid must contain complete responses to all information requested in the ITB. Avoid excessive volume, which does not directly add to the clarity of the bid.

SECTION IV ADDITIONAL INFORMATION

DEFINITION OF SERVICE FREQUENCY:

- A. NA - Not Applicable
- B. Per CA - As determined by Contract Administrator.

- C. As Needed - Whenever needed as determined by staff.
- D. **Daily** - Required each day the facility is opened to the public. If required more than one time per day, indicate number of times. (e.g., "3 x Daily" or "3/Day" for three times each day)
- E. **Weekly** - The task will be performed once each week. If required more than one time per week (but less than daily) indicate number of times. (e.g. "2 x Weekly" or "2/Week" if task is to be done twice a week. If task will be done on specific day(s) of week, this will be detailed in the final work schedule as agreed with the Contract Administrator.
- F. **Monthly**: The task will be performed once each month. If required more than once per month (but less frequently than every week) indicate number of times per month. (e.g., "2 x Monthly" or "2/Month" if task is to be done twice a month.
- G. **Quarterly** - The task will be performed once during every three-month period.
- H. **Yearly** - The task is to be performed once during the contract year at time to be agreed with by the Contract Administrator. ("2 x Yearly" would mean semi-annually. "3/Year" would mean every four months.)

DEFICIENCY REPORTING

- A. If a cleaning-related deficiency is noted by the County, the Facility Manager for the affected health facility will notify the Contractor's Project Manager immediately by telephone and follow up in writing (the written document is hereafter referred to as a "Deficiency Notice"). The Facility Manager will stipulate in the Deficiency Notice the time period allowed for the Contractor to correct the deficiency.
- B. The Contractor's Project Manager shall provide a written response to the Facility Manager no later than the end of the correction time period stipulated in the Deficiency Notice – giving the status of the Contractor's actions to correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular meeting of the County's Facility Manager and the Contractor's Project Manager to ensure that they have been completely resolved. Failure to submit written responses may result in an adverse Contractor Performance Report.
- C. If a deficiency in a "periodic service" might not be corrected within the time period stipulated by the Facility Manager, the Contractor may, within two working days, request a revised completion time/date. The Facility Manager will determine if this is acceptable, make the appropriate notation on the Deficiency Notice and ensure the Contractor receives that information promptly.
 - 1. If deemed an acceptable corrective action and/or time frame by the Facility Manager, the Contractor shall submit a report when the corrective action has been completed.

2. If the Facility Manager determines this response is unacceptable, the Facility Manager shall notify the County's Contract Administrator in writing. The Contract Administrator shall follow the steps in this bid document relating to non-performance.

- D. The bidder will be allowed to redo a service upon notification. However, Fulton County reserves the right to consider any required repeat service as a failure to perform. The Fulton County Contract Administrator will determine when the level of service has progressed to an unsatisfactory level.

NON-PERFORMANCE

- A. If a deficiency is not properly addressed within the correction period given or if the same problem recurs, County may withhold a portion of the payment.
- B. Any decision to invoke the penalties delineated in this section will be made by the Deputy Director for Building Operations or the Building Facility Manager of the Department of Health and Wellness of Fulton County.
- C. No monies will be withheld without prior written notification to the Contractor by the Deputy Director for Building Operations or the Building Facility Manager.
- D. The bidder will be notified in writing of the intent by Fulton County to invoke a penalty. The bidder has three (3) working days to respond to the notification and provide an explanation of what has been accomplished to preclude the problem from recurring. Failure to respond to the written notification can be grounds for termination of the contract.

PENALTIES FOR NON-PERFORMANCE

- A. The amount of any monies withheld will be based on the square footage of the portion of the facility that was not properly cleaned. Any area that has not been properly cleaned (even if it was partially cleaned) will be considered to be "not properly cleaned".
- B. If more than one area being serviced by Contractor has not been properly cleaned, the square footage of all such areas shall be added together to determine the total square footage that has not been properly cleaned.
- C. The amount withheld shall be calculated weekly starting after the first week of the deficiency (8 calendar days after the initial deficiency report).
- D. The amount withheld shall be the "cost per cleanable square foot per week" times the number of square feet affected by the deficiency times the number of weeks the deficiency has existed. On day 8 the deficiency will have existed one (1) week. On day 15 the deficiency will have existed two (2) weeks, in day 22 the deficiency will have existed three (3) weeks, etc.

- E. The amount withheld shall be cumulative. If a payment is processed between day 22 and day 28 of a documented deficiency, the total amount withheld will be six (6) times the cost per square foot times the square footage affected (one time for the first week plus two times for the second week plus three times for the third week). Calculation of amount to be withheld shall continue until County's Contract Administrator certifies in writing that deficiency has been cured or until paragraph 5., below, has been invoked.
- F. These factors will be recalculated for renewal years if bid price is different.
- G. If a day porter (College Park Regional Health Center) fails to show for all or part of a scheduled assignment, then the deduction shall be made at the contracted rate from the appropriate invoice.
- H. Contractor's failure to properly perform "Daily" tasks may be penalized by withholding the appropriate amount of money from the relevant invoice. Contractor's failure to perform a "Periodic" task (weekly, monthly, quarterly, etc.) will result in a written warning, with a deduction made if the service is not satisfactorily made good.

REMOVAL FOR CAUSE

- A. If Contractor through any cause shall fail to perform the Medical/clinical office cleaning services as specified in the Bid Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this agreement are violated by Contractor, the County shall thereupon have the right to immediately terminate this agreement by written notice to Contractor. Said written notice will be sent via certified mail to Contractor at the last address given to the County by Contractor. Notification is considered complete upon mailing, via certified mail by County. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to and including the termination date.
- B. Any decision to invoke the penalties delineated in this section will be made by the Deputy Director of the Department of Health and Wellness of Fulton County, and may be based upon recommendations from the Facility Manager for Building Operations.
- C. The County reserves the right to contact Contractor's bonding company to have them take appropriate action under the terms and conditions of the Contractor's performance bond.
- D. In the event contract is terminated due to breach of this agreement, the County retains all rights to compensation from Contractor for any and all losses resulting from that breach of contract, plus punitive damages.

TERMINATION WITHOUT PREJUDICE

In the event that the County determines that it is no longer in its best interest to provide these services through use of an independent contractor, or if funds to continue the contract become unavailable, the County may terminate this agreement, without any liability whatsoever upon the County, by giving ten (10) days notice in writing (by hand delivery or posting in the U.S. Mail) to Contractor. If the Contract is terminated by the

County, Contractor will be compensated for the work satisfactorily performed up to and including the termination date.

RENEWAL

Fulton County reserves the right to renew this contract for two (2) additional twelve (12) month periods (2008) pending availability of departmental appropriated funding, compliance with County rules/performance. Option year price increases shall not exceed the consumer price index (CPI) as published by the bureau of labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for “all items” for the Atlanta metropolitan area.

SECTION V SERVICE REQUIREMENTS

The following is a general description of the personnel, services, materials, equipment, and utilities, as well as the standards the County expects from the successful bidder. Bidders must show that they are capable of delivering services equal to or better than these minimum service levels. While the County has made every effort to cover all the requirements in this Section and in Section VI, we cannot guarantee that all elements have been specified. In cases where this has not been done, the best commercial practice will prevail.

1. PERSONNEL:

A. Employees:

1. Contractor shall have in its employ at all times a sufficient number of capable and qualified contract and subcontract employees to enable it to properly, adequately, safely and economically operate, maintain, and account for the facility. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees and vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.
2. **Safety Training and Education** – Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Employees required to handle or use poisons, caustics, and other harmful substances shall be instructed regarding their safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required as conditions warrant throughout the life of the contract. Contractor will maintain MSDSs at each location. Contractor will ensure that employees are trained on the building evacuation plan.

3. **Accident Reporting** – Serious accidents including but not limited to those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the Contract Administrator by telephone within twenty-four (24) hours of the occurrence. A copy of each accident report that the Contractor (or subcontractors at any level) submits to their insurance carriers in regard to accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the accident occurred.
4. **Protection** – The Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or any subcontractor at any level working under this contract.

B. Supervision:

The Contractor will ensure that all work required by this contract is satisfactorily supervised, either by personal action, project manager, on-site supervisors, or a combination of these alternatives. The Contractor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The supervisor(s) shall be available at all times while contract work is in progress to receive notices, reports, or requests from either the County or the designated County Representative. **Supervisory employees must be fully conversant in English.**

2. MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES:

A. Furnished by the County

1. Electrical power at existing outlets for the contractor to operate equipment necessary in the conduct of its work.
2. Hot and cold water as necessary,
3. Space within the building commensurate with the contractor's personnel complement and operational requirements including locker rooms if available, storage space, and janitor's closets, where available.

B. Furnished by the Contractor

1. The contractor shall furnish all supplies, materials, equipment, and employee training necessary for the performance of the work of this contract unless otherwise specified herein. Once supplies are installed, they become the property of Fulton County. These supplies and materials shall be of a quality and type customarily utilized by other contractors engaged in the profession of providing medical/clinical office cleaning services. No later than five days prior to the contract starting date, the contractor shall submit a list giving the name of the manufacturer, the brand

name, and intended use of each of the materials that he proposes to use in the performance of the work. The Contract Administrator must approve the contractor's listing of supplies and materials prior to their use. The use of caustic or acid based cleansers will not be approved. Materials or supplies shall not be used in performance under this contract (or placed or stored on County property) until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials (products containing CAUTION or WARNING labels) have been furnished to the Contract Administrator. The Contractor shall use recycled products to the greatest extent possible.

2. The Contractor shall not use any material which the contracting officer's representative determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by misused materials will be borne by the Contractor.
3. Any material being used that is not achieving desired results will be replaced with a more effective product.
4. All necessary cleaning equipment including power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by the contractor. Such equipment shall be of the size and type customarily used work of this kind and shall meet the approval of the contracting officer's representative. Defective equipment shall be repaired or replaced within 72 hours.
5. The Contractor shall require all employees, including supervisors, to wear distinctive uniform clothing for ready identification, and ensure that every employee is in uniform no later than ten working days from the date an employee first enters on duty. The uniform shall have the contractor's name, easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Any color or color combination, as appropriate, may be used for the uniforms. Employees shall be required to dress neatly, commensurate with the tasks being performed. All contracted personnel must be issued a temporary Fulton County ID badge, which shall be worn in a clearly visible manner at all times when working in County facilities.

3. SERVICES REQUIRED

A. Restroom Cleaning:

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.
2. **Restroom cleaning shall include:** sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces. Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must

be emptied, cleaned (washed or wiped as necessary) and disinfected. New bags must be provided and inserted. All graffiti shall be removed where possible.

3. **Restocking:** Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens and deodorant blocks. All rolls and dispensers must be filled and trash receptacle must be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans.
4. Restroom cleaning must be provided as many times as necessary daily to maintain cleanliness.

B. Floors

1. **Sweeping:** Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells and courtyards. None of the above items shall be left in corners, behind radiators, under furniture or behind doors.
2. **Damp Mopping:** Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms.
3. **Scrubbing and Re-coating Floors:** Remove several layers of wax and dirt using a material suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.
4. **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs or marks.
5. **Waxing Floors:** Floors shall be free of streaks and skipped areas. Walls baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.
6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas.

7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.
8. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.
9. **Stripping and Refinishing Floors:** Remove all floor finish material from floors. Apply a material suitable for floor type in accordance with manufacturer's instruction. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.
10. **Cleaning and Sealing Cement Floors:** As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

C. General Cleaning

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, doorframes, window frames, windowsills, walls and metal partitions, public telephone booths and guard stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.
2. **Low Dusting:** Dust all surfaces within 70 inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
3. **High Dusting:** Dust all surfaces above 70 inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.

4. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots.
5. **Cleaning Drinking Fountains:** The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Supply and replenish paper cups where dispensers are provided. Wipe down all surfaces with a disinfectant.
6. **Metal Cleaning and Polishing:** Clean all chrome, brass and metal items with a material suitable for cleaning. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.
7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desktops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.
8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by Contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy or streaked.
9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All items removed for cleaning must be replaced within 48 hours of removal. Dust or vacuum drapes in between washing cycle. Drapes and blinds must be free of dirt, dust and grime.

D. Waste Removal

1. **Trash Removal:** Empty all trash and waste receptacles in offices, courtyards, entryways and docks, and remove to designated areas. Wash and steam clean all receptacles used in the collection of food remnants. Containers used for collection of trash must be made of a non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.

2. **Recycling Program:** The successful bidder will work with Fulton County to assure that the recycling goals are met. This will include checking recycling bins to assure that correct items are placed in each bin, separating recyclable items from normal trash and emptying recycling bins when required by the Contract Administrator. Cardboard boxes shall be flattened by the Contractor and taken to a designated area on a daily basis. The plan should include how the respondent will train employees on handling recyclable materials.

E. Exterior Cleaning

1. Empty all trash and waste receptacles in courtyards, entryways, and docks and remove to designated areas. Wash and steam clean all receptacles used in the collection of food remnants. Containers used for collection of trash must be made of non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and changes daily. Trash removal is considered to be satisfactory when no dirt, grim, or residue remains on the inner or outer surface of the receptacles.

F. Break Room Cleaning:

Empty all trash and waste receptacles in break room. Replace all waste can liners. Clean counter tops; sinks; pipe fittings; tabletops; chairs; exterior of refrigerator; microwave oven; and cupboards. Clean sofas and couches with a suitable chemical. Vacuum carpet and/or dust and mop floor. Shampoo carpet and/or strip, wax and refinish floor. Clean all doors, vents, light fixtures, with appropriate chemical. Clean windowsills and walls; giving particular attention to walls around trash receptacles. Remove all cobwebs. Refill soap and paper towel dispensers.

G. Special Areas

1. **Pressure Washing, Cleaning and Sealing Garage Area:** Utilizing a high-pressure washer or other appropriate equipment, scrub floors with a material suitable for cleaning. Floors should appear clean and free of dirt, water streaks, mop marks and strings, gum, grease, tar and oil spots. Remove excess water from all floor surfaces. This applies to Government Center.
2. **Elevator Cleaning:** Clean all interior and exterior surfaces of elevators including doors and floor tracks. Polish all metal surfaces in accordance with the standard for metal polishing. Work shall include but is not limited to vacuuming and shampooing of carpet, sweeping and mopping floors, stripping floors and buffing as required. All elevators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.
3. **Cleaning Storage Space and Mop Closets:** All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials.

4. **Kitchen Cleaning:** Kitchen is considered clean, with regard to this contract, when the floors, mats, walls and trash containers are free from dirt, grease, mold, dust, and mildew. All floors must be free from grease, dirt and mildew. Scrubbing will be required for floors, grout, baseboards and corners. Clean all drain pipes. All floor mats must be clean and free from excess moisture, dirt and mildew. All walls must be free from graffiti, mildew and mold. Refill all soap and paper towel dispensers.
5. **Medical Waste Removal:** Gloves and protective clothing are to be worn. At least two red "Bio-Hazard" plastic bags are to be brought to the location of the medical waste; Lower or raise the bag to the waste and deposit in bag with labels and caution warnings prominently displayed; Wipe dry areas with spray and wipe disinfectant; Remove the waste to the designated "Bio-Hazard" area (avoiding contact with others); Place first bag into the second bag and remove latex gloves (by turning inside out in a peeling motion); Place gloves in second bio-hazard bag, seal and deposit in specified container; Wash hands with hot water and antibacterial soap; Report incident to immediate supervisor.
6. **Bodily Fluid Clean-Up:** Gloves and protective clothing are to be worn - be careful to cover exposed skin and eyewear; Apply supplied absorption material as directed, (emergency clean-up kit); Sweep or wipe all solidified fluids into a plastic trash bag, and then into a properly labeled bio-hazard (red) bag; Mop and/or wipe immediate area with undiluted chlorine bleach; Mop and/or wipe again with soapy disinfectant solution; Rinse with clear water - (be attentive to foreign odors and repeat procedures until odors are removed); Deposit solidified fluids into bio-hazard container and place in secure container (such as waste basket), and transport to bio-hazard area; Place in bio-hazard collection box with gloves and other disposable protective gear, seal for collection; Bag and label mop heads for bleach washing; store separately.
7. **Feces Exposed on Surfaces:** Isolate area (stop foot traffic); Wear Protective clothing, gloves, eyewear, etc.; In restrooms, remove fecal matter from walls and other high places with hose and water careful to avoid splashing; Use metal dust pan or disposable scoop to double-bag large deposits. All large deposits may be placed in a bio-hazard bag and sealed; With a hose and water, thoroughly rinse area from 6 inches above highest fecal contact downward into floor drain; Wash walls and fixtures with disinfectant/bleach solution; Rinse well; Wash floor with diluted bleach and soap solution, rinse well; Deodorize and ventilate where possible.
8. **Uncontained Needle and Syringe Removal:** Isolate area (stop foot traffic); Wear protective gloves; Notify immediate supervisor; Using metal dust pan or disposable scoop, place object in a barrier device such as a metal trash can; Check for fluids and apply absorption material where needed; Mop or wipe general area with bleach and rinse; Remove object from area and transport to bio-hazard area; place object in bio-hazard sharps container, place container in (red) bio-hazard bag; Place bag in bio-hazard box for pick-up.

SECTION VI CLEANING SCHEDULE

Table A - General Cleaning Services to be Performed		Frequency Of Service
1	Empty wastebaskets and other trash receptacles, taking contents to designated area.	Daily
2	Clean waste receptacles and replace liners.	Daily
3	Dust office furniture and damp wipe or polish all desktops where papers are cleared.	Daily
4	Dust window sills and all other surfaces up to 70" high	Daily
5	Damp wipe all telephones and related equipment using antiseptic treated cloths.	Daily
6	Clean all janitorial closets.	Daily
7	Remove dirt and streaks from all surfaces (including glass doors, door frames, walls, threshold plates, brass, windows, partitions, and light switches) up to 70" high.	Daily
8	Dust all surfaces between 70" and 84" high.	Weekly
9	Remove dirt and streaks from all surfaces between 70" and 84" high.	Weekly
10	Dust Venetian blinds.	Weekly
11	Remove debris & dust top of vending machines	Weekly
12	Move recycle paper in wheeled containers to designated area (and return empty containers to normal locations).	As Necessary
13	Vacuum upholstered furniture	Monthly
14	Clean Venetian blinds.	Yearly

Table B - Lavatory, Locker Room and Bath Room Cleaning Services to be Performed		Frequency Of Service
1	Empty wastebaskets and all other trash receptacles, including sanitary napkin dispensers.	Daily
2	Clean waste receptacles/replace wastebasket liners.	Daily
3	Completely clean areas immediately around toilets and urinals. Clean, disinfect & deodorize all fixtures using high phenol coefficient germicidal cleaner (including showers).	Daily
4	Damp clean or polish and refill all dispensers.	Daily
5	Sweep and mop all floors using high phenol coefficient germicidal cleaner (including showers).	Daily
6	Clean & polish mirrors, bright work and enamel surfaces.	Daily
7	Spot clean walls and stall partitions (including showers).	Daily
8	Completely wash walls and stall partitions (including showers).	Weekly
9	Lift all mats and waffle mats inside and outside showers. Clean bottom of mats and floor under mats using high phenol coefficient germicidal cleaner	Weekly
10	Clean all baseboard and floor drain plates.	2 x per Month
11	Machine scrub all floors (including showers).	2 x per Month
12	Vacuum all vents.	Quarterly
13	Clean and dust P-traps.	2 x per Year

Table C - Stairwell Cleaning Services to be Performed		Frequency Of Service
1	Sweep stairwells.	Daily
2	Mop stairwells.	Daily

Table D - Floor Care Services to be Performed		Frequency Of Service
1	Vacuum all carpeted areas including edges, corners, rugs and all floor matting.	Daily
2	Sweep and/or dust mop all non-carpeted areas.	Daily
3	Mop spillages in non-carpeted areas.	Daily
4	Spot clean all carpeted areas (after they have been cleaned).	Daily
5	Maintain all hard floor surfaces by means of burnishing, using an approved, non-injurious cleaning solution as well as an Underwriters Laboratory approved floor finish that provides a high degree of slip resistance.	2 x Weekly
6	Strip and refinish all floors.	2 x Yearly
7	Scrub and re-coat all floors.	2 x Monthly

Table E - Window Cleaning Services To Be Performed		Frequency Of Service
1	Clean all interior windowsills and surfaces up to 70".	Daily
2	Clean all entrance glass doors and windows, interior and exterior surfaces	Daily
3	Clean all other interior and exterior glass doors and windows.	Quarterly

Table F - Exterior Cleaning To Be Performed		Frequency Of Service
1	Empty all trash receptacles	Daily
2	Clean interior and exterior of trash receptacles and change liners	Daily
3	Polish and remove all debris and trash from entrances, exterior grounds, parking lots and landscape areas.	Daily

Table G - Medical/Dental Office Cleaning Services to be Performed		Frequency Of Service
1	Empty wastebaskets and other trash receptacles, taking contents to designated area.	Daily
2	Clean all waste receptacles and replace liners.	Daily
3	Dust office furniture and damp wipe or polish all desk tops where papers are cleared.	Daily
4	Dust windowsills and other surfaces up to 70".	Daily
5	Damp wipe all telephones and related equipment using antiseptic treated cloth.	Daily
6	Remove dirt and streaks from doors, doorframes, walls, threshold plates, windows, partitions, brass and light switches.	Daily
7	Dust Venetian blinds.	Daily
8	Vacuum all carpets including edges, corners, rugs and all floor coverings.	Daily
9	Vacuum upholstered furniture.	Monthly
10	Clean all light fixtures and vents.	Monthly
11	Clean Venetian blinds.	Yearly

Table H - Kitchen Cleaning Services to be Performed		Frequency Of Service
1	Empty and clean all trash containers, taking contents to designated area. Replace all liners.	Daily
2	Clean exterior of aluminum recycle bins.	Daily
3	Sweep and scrub all floors, grout, and baseboards using degreaser/germicidal disinfectant.	Daily
4	Clean all windowsills, walls, doors, and telephones.	Daily
5	Refill all soap and paper towel dispensers.	Daily
6	Clean all floor mats with degreaser/germicidal disinfectant.	Daily
7	Clean all sinks, counter tops, dispensing machines, water fountains, & exterior of appliances.	Daily
8	Clean all drain pipes.	2x Weekly

Table I – Break-Room Cleaning Services to be Performed		Frequency Of Service
1	Clean exterior of recycle bins, interior and exterior of wastebaskets and other trash receptacles. Replace all wastebasket liners.	Daily
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fittings with suitable chemicals.	Daily
3	Clean doors with suitable chemicals.	Daily
4	Sweep / Dust mop all non-carpeted areas	Daily
5	Vacuum and spot clean all carpeted areas (after they have been cleaned).	Daily
6	Refill all soap and paper towel dispensers	Daily
7	Clean brass and chrome surfaces with suitable chemical	2 x Weekly
8	Clean exterior of microwave oven, refrigerator & cupboards	2 x Weekly
9	Clean all light fixtures and vents	Monthly

Table J – Emergency Clean-up Services to be Performed		Frequency Of Service
1	Medical Waste Removal	On Demand
2	Bodily Fluid Clean-up	On Demand
3	Exposed Feces on Surfaces	On Demand
4	Uncontained Needles and/or Syringes	On Demand

SECTION VII **FACILITIES LIST**

Fulton County reserves the right to modify this listing or the services required, at any time before, during or after the award of this package. Any modification to the list will be accompanied by a proportionate modification of the price based on the average price per cleanable square foot as awarded under this bid. Estimated square footage is listed for each facility. Gross square footage is defined for most buildings as the outside footprint of a building times the number of floors. Cleanable square footage is calculated from the gross square footage using a factor of 0.84, assuming that sixteen percent (16%) of a building consists of areas which are not accessible for cleaning. If errors in the square footage figures shown are discovered after bid opening, pricing for the group will prevail. It is strongly suggested that bidders verify square footage prior to submitting their bids.

HEALTH CENTERS

<u>Building Name</u>	<u>Address</u>	<u>ZIP</u>	<u>Total Sq Ft</u>
1. College Park Regional HC	1920 John Wesley Ave	30303	42,000

Core opening hours are 8:30 a.m. to 5:00 p.m. Monday-Friday. Late clinic hours are 5:00 p.m. to 8:30 p.m. twice a week. Weekend clinic hours are 8:30 a.m. to 5:00 p.m. the second and fourth Saturday of the month. Bidder will be required to be available to render services for special events as needed.

DAY PORTERS

Day porters are normally required at the College Park Regional Health Center during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary.

Duties of the day porters include, but are not limited to, continually maintaining cleanliness of and restocking restrooms, emptying outside waste receptacles, policing trash around building entrances, collecting and removing trash from the building, with special attention to lobby / reception areas, glass doors, etc., and responding to emergency cleanups.

SECTION VIII PRICING SCHEDULE

There is one pricing line for the health facility.

The line is for a contract term from start of service through June 30, 2006, with a two (2) twelve (12) month renewal options (2008).

HEALTH CENTER - College Park Regional Health Center (42,000 Cleanable Square Feet)

Period	Monthly \$ Amount	Annual \$ Amount	\$ / Sq Ft*	Additional Svcs \$ / Hr**
Date of Award (thru 06/30/2006)				
12-Month Renewal Option (thru 2007)				
12-Month Renewal Option (thru 2008)				

Note: \$/Sq Ft is the annual (12 months) dollar amount divided by the number of cleanable square feet.

Cost per person per hour for any additional work requested by the County outside the original requirement.

All pricing is for the areas shown in the facility list. Adjustments will be made for changes in cleanable square footage requested by the County. "Annual \$ Amount" will always be twelve (12) times the "Monthly \$ Amount".

Day Porters

Period	Monthly \$ Amount	Annual \$ Amount	\$ / Hour
Date of Award (thru 06/30/06)			
12-Month Renewal Option (thru 2007)			
12-Month Renewal Option (thru 2008)			

2007: For contracts which include 07/01/06 - 06/30/07, services will be invoiced during that year at _____% above the base prices bid. (To stay at the same price, enter zero.)

2008: For contracts which include 07/01/07 - 06/30/08, services will be invoiced during that year at _____% above the base prices bid. (To stay at the same price, enter zero.)

Any award will be based on the decision of Fulton County as to what constitutes the best combination of quality of service, cost of service, and term of service.

SECTION IX CHECKLIST

The following list is a summary of items which are to be included with any bid submitted in order for it to be considered. Five (5) copies of the complete bid package are to be submitted. At least one copy must contain original signatures and should be clearly marked "Original" or "Master". Other copies may be photocopies of the signed original. Bidder certifies by signing this sheet that (s)he has either attended the pre-bid conference or viewed and understood the content of the audio/video recording of that pre-bid conference.

1. Every page of this invitation to bid with all signature blocks completed
2. All Addenda (if any) to this ITB, properly completed and signed
3. Remarks or exceptions to the specifications (If applicable)
4. At least three references of the type required
5. Organizational chart and required information on Account Executive, Site Manager, and internal policies and procedures
6. Key Control Plan
7. Pilferage & Vandalism Plan
8. Subcontractor/Joint Venture Partner Information
9. Promise of Non-Discrimination (Exhibit A); Employment Report (Exhibit B); Joint Venture Disclosure Affidavit (Exhibit F) properly completed. Subcontractor Utilization requirements.
10. Required financial statements
11. Detailed Quality Control Plan
12. Sample Inspection Checklist
13. Contingency Plan(s)
14. Bid Bond for five percent (5%) of the amount bid for the first year of service
15. Proof of ability to obtain required Performance & Payment Bonds if awarded contract
16. Proof of ability to obtain required insurance from qualified agent if awarded contract
17. Bid Pricing Sheets

Failure to submit the required documents mentioned above shall result in disqualification from this bid for being deemed non-responsive.

End of Specification

Remarks or Exceptions:

FULTON COUNTY BIDDING GENERAL REQUIREMENTS

NOTICE TO ALL BIDDERS (FORM 99)

LISTED BELOW ARE THE REQUIREMENTS FOR ALL BIDDERS INTERESTED IN DOING BUSINESS WITH FULTON COUNTY:

1. THE BID SHEETS INCLUDED IN THIS INVITATION TO BID MUST BE FULLY COMPLETED AND RETURNED WITH THE BID UNLESS OTHERWISE SPECIFIED IN WRITING BY THE PURCHASING DEPARTMENT. TYPE OR NEATLY PRINT THE DATE, COMPANY NAME, AND THE FULL LEGAL NAME AND TITLE OF THE PERSON(S) SIGNING THE BID IN THE PLACE PROVIDED AT THE BOTTOM OF EACH BID SHEET. ANY ADDITIONAL SHEETS SUBMITTED MUST CONTAIN THE SAME SIGNATURE AND BIDDER INFORMATION.
2. ORIGINAL SIGNATURE(S) MUST APPEAR ON EACH PAGE OF THE BID DOCUMENT. ALL SIGNATURES MUST BE EXECUTED BY PERSON(S) HAVING CONTRACTING AUTHORITY FOR THE BIDDER.
3. NO FAX BIDS OR REPRODUCTION BIDS WILL BE ACCEPTED, EXCEPT THAT PHOTOCOPIES MAY BE SUBMITTED IN ADDITION TO THE ORIGINAL WHEN MULTIPLE COPIES OF THE BID ARE SPECIFICALLY REQUESTED IN THE INVITATION.
4. THE ENVELOPE IN WHICH THE BID RESPONSE IS SUBMITTED, MUST BE SEALED AND MUST BE CLEARLY LABELED WITH THE BID NUMBER AND BID OPENING DATE AND TIME. THE PURCHASING AGENT HAS NO OBLIGATION TO CONSIDER BIDS THAT ARE NOT IN PROPERLY MARKED ENVELOPES.
5. ALL BIDS MUST BE RETURNED TO THE FULTON COUNTY PURCHASING AND LAND DEPARTMENT AGENT, 130 PEACHTREE STREET, S.W., SUITE 1168, ATLANTA, GA 30303, BY THE DESIGNATED DATE AND TIME. NO LATE BIDS WILL BE ACCEPTED FOR ANY REASON. BIDDER MAY CALL (404) 730-5800 FOR ANY QUESTIONS ABOUT PURCHASING PROCEDURES.
6. IF A BIDDER CHOOSES NOT TO RESPOND TO A BID REQUEST, BIDDER MUST RETURN A COPY OF THE BID REQUEST STATING ON THE OUTSIDE OF THE ENVELOPE "NO BID" AND INDICATING WHETHER THE BIDDER WISHES TO REMAIN ON FULTON COUNTY'S BIDDER LIST.
7. ALL PRICES MUST EXCLUDE GEORGIA STATE SALES TAX AND ALL OTHER TAXES UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY.
8. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY.
9. ALL PRICES BID MUST BE AUDITED BY THE BIDDER TO ENSURE CORRECTNESS BEFORE BID IS SUBMITTED. THE BIDDER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF INFORMATION PLACED ON A BID SHEET, INCLUDING PRICES. CLERICAL OR MATHEMATICAL ERROR IS INSUFFICIENT TO VOID A SUCCESSFUL BID BUT A BIDDER MAY WITHDRAW A SEALED BID PRIOR TO OPENING WITHOUT A PENALTY.
10. ALL PRICES MUST BE SUBMITTED IN THE FORMAT REQUESTED AND LESS ALL TRADE DISCOUNTS. WHEN MULTIPLE ITEMS ARE BEING BID, BIDDER MUST SHOW BOTH THE UNIT PRICE AND THE TOTAL EXTENDED PRICE FOR EACH ITEM. WHEN APPLICABLE, THE BIDDER MUST INCLUDE AN ADDITIONAL TOTAL LUMP SUM BID FOR GROUPS OF ITEMS. IN THE EVENT BIDDER IS OFFERING AN ADDITIONAL DISCOUNT ON GROUPS OF ITEMS, BIDDER MUST INDICATE THE TOTAL LUMP SUM BID FOR THE PARTICULAR GROUP OF ITEMS BEFORE ANY EXTRA DISCOUNT, THE

AMOUNT OF EXTRA DISCOUNT, AND THE NET TOTAL FOR THE PARTICULAR GROUP. IN THE EVENT OF AN EXTENSION ERROR, UNIT PRICING SHALL PREVAIL.

11. BY SUBMITTING A SIGNED BID, BIDDER AGREES TO ACCEPT AN AWARD MADE AS A RESULT OF THAT BID UNDER THE TERMS AND CONDITIONS SPELLED OUT IN THE BID DOCUMENTS. IN THE EVENT OF A CONFLICT BETWEEN THE DIFFERENT BID DOCUMENTS, THE COUNTY'S COVER CONTRACT (IF USED) SHALL HAVE PRECEDENCE, FOLLOWED BY THE INVITATION TO BID, PURCHASE ORDER, BID, CONTRACTOR'S WARRANTY AGREEMENT, MAINTENANCE AGREEMENT, AND/OR OTHER CONTRACTOR-PROVIDED AGREEMENTS. A BIDDER MAY SUBMIT ONLY ONE BID RESPONSE FOR EACH SPECIFIC BID NUMBER UNLESS OTHERWISE AUTHORIZED IN THE SPECIFICATIONS.
12. ALL PRICES SUBMITTED BY THE BIDDER TO FULTON COUNTY MUST BE GUARANTEED BY THE AUTHORIZED PERSON(S) AGAINST ANY PRICE INCREASE FOR THE TIME PERIOD DESIGNATED IN THE BID SPECIFICATIONS, AND FULTON COUNTY MUST BE GIVEN THE BENEFIT OF ANY PRICE DECREASE OCCURRING DURING SUCH DESIGNATED TIME PERIOD.
13. ALL ITEMS BID MUST BE NEW. USED, REBUILT OR REFURBISHED ITEMS WILL NOT BE CONSIDERED UNLESS SPECIFICALLY AUTHORIZED BY FULTON COUNTY IN THE WRITTEN SPECIFICATIONS.
14. ALL BIDDERS MUST SPECIFY IN THE BID RESPONSE THE EARLIEST ACTUAL DELIVERY DATE FOR EACH ITEM UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY. THE DELIVERY DATE MAY BE A FACTOR IN DECIDING THE BIDDER'S CAPABILITY TO PERFORM.
15. A SUCCESSFUL BIDDER'S DELIVERY TICKET(S) AND INVOICE(S) MUST LIST EACH ITEM SEPARATELY AND MUST SHOW FULTON COUNTY'S PURCHASE ORDER NUMBER AS WELL AS THE PROPER DEPARTMENT AND ADDRESS TO WHICH DELIVERY WAS MADE, AS LISTED ON THE PURCHASE ORDER OR IN THE BIDDER'S CONTRACT WITH FULTON COUNTY.
16. UNLESS CLEARLY SHOWN AS "NO SUBSTITUTE" OR WORDS TO THAT EFFECT, ANY ITEMS IN THIS INVITATION TO BID WHICH HAVE BEEN IDENTIFIED, DESCRIBED OR REFERENCED BY A BRAND NAME OR TRADE NAME ARE FOR REFERENCE ONLY. SUCH IDENTIFICATION IS INTENDED TO BE DESCRIPTIVE BUT NOT RESTRICTIVE, AND IS TO INDICATE THE GENERAL QUALITY AND CHARACTERISTICS OF PRODUCTS THAT MAY BE OFFERED. OTHER PRODUCTS WILL BE CONSIDERED FOR AWARD IF SUCH PRODUCTS ARE IDENTIFIED IN THE BID AND ARE DETERMINED BY THE COUNTY TO MEET ITS NEEDS. EACH ITEM BID MUST BE INDIVIDUALLY IDENTIFIED AS TO WHETHER IT IS A SPECIFIED ITEM OR AN EQUIVALENT ITEM BY TYPING OR PRINTING AFTER THE ITEM(S): THE BRAND NAME; MODEL OR MANUFACTURER'S NUMBER; OR ANOTHER IDENTIFICATION REGULARLY USED IN THE TRADE. DEVIATIONS FROM THE SPECIFICATIONS MUST BE CLEARLY AND FULLY LISTED ON THE BID SHEET, INCLUDING PHOTOGRAPHS OR CUTS, SPECIFICATIONS, AND DIMENSIONS OF THE PROPOSED "ALTERNATE".
17. FOR ALL BIDS, FULTON COUNTY RESERVES THE RIGHT TO REQUEST REPRESENTATIVE SAMPLES. IF REQUESTED, SAMPLES MUST BE DELIVERED AT THE BIDDER'S COST WITHIN THREE (3) BUSINESS DAYS. SAMPLES ARE SUBMITTED AT THE RISK OF THE BIDDER AND MAY BE SUBJECTED TO

DESTRUCTIVE TESTS BY FULTON COUNTY. SAMPLES OF EXPENDABLE ITEMS WILL NOT BE RETURNED TO THE BIDDERS. SAMPLES MUST BE PLAINLY TAGGED WITH FULTON COUNTY'S BID NUMBER, ITEM NAME, MANUFACTURER, AND THE NAME OF THE BIDDER.

18. FULTON COUNTY IS THE SOLE JUDGE OF "EXACT EQUIVALENT", OR "ALTERNATE". THE FACTORS TO BE CONSIDERED ARE: FUNCTION, DESIGN, MATERIALS, CONSTRUCTION, WORKMANSHIP, FINISHES, OPERATING FEATURES, OVERALL QUALITY, LOCAL SERVICE FACILITIES, WARRANTY TERMS AND SERVICE, AND OTHER RELEVANT FEATURES OF ITEM(S) BID.
19. ITEM(S) BID MUST BE COMPLETE AND READY TO OPERATE. NO OBVIOUS OMISSIONS OF COMPONENTS OR NECESSARY PARTS SHALL BE MADE EVEN THOUGH THE SPECIFICATIONS MAY NOT DETAIL OR MENTION THEM. UNIT(S) MUST BE FURNISHED WITH FACTORY INSTALLED EQUIPMENT AND MUST BE COMPARABLE WITH THE BASIC FORM, FIT, AND FUNCTIONAL REQUIREMENTS WHICH ARE ALL TO BE INCLUDED IN THE BASE PRICE AS WELL AS ANY OTHER EQUIPMENT INCLUDED AS STANDARD BY THE MANUFACTURER OR GENERALLY PROVIDED TO THE BUYING PUBLIC.
20. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR ALL ITEM(S) DAMAGED PRIOR TO F.O.B. DESTINATION DELIVERY AND AGREE TO HOLD HARMLESS FULTON COUNTY OF ALL RESPONSIBILITY FOR PROSECUTING DAMAGE CLAIMS.
21. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR REPLACEMENT OF ALL DEFECTIVE OR DAMAGED GOODS WITHIN THIRTY (30) DAYS OF NOTICE BY FULTON COUNTY OF SUCH DEFECT OR DAMAGE.
22. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR PROVIDING OR ENSURING WARRANTY SERVICE ON ANY AND ALL ITEMS INCLUDING GOODS, MATERIALS, OR EQUIPMENT PROVIDED TO THE COUNTY WITH WARRANTY COVERAGE. IF A SUCCESSFUL BIDDER IS NOT THE MANUFACTURER, ALL MANUFACTURER'S WARRANTIES MUST BE PASSED THROUGH TO FULTON COUNTY. THE BIDDER AND NOT FULTON COUNTY IS RESPONSIBLE FOR CONTACTING THE MANUFACTURER OR THE WARRANTY SERVICE PROVIDER DURING THE WARRANTY PERIOD AND SUPERVISING THE COMPLETION OF THE WARRANTY SERVICE TO THE SATISFACTION OF FULTON COUNTY.
23. A SUCCESSFUL BIDDER PROVIDING ANY EQUIPMENT WHICH REQUIRES FITTING AND ASSEMBLY SHALL BE SOLELY RESPONSIBLE FOR SUCH INSTALLATION BEING PERFORMED BY A MANUFACTURER'S AUTHORIZED OR APPROVED SERVICER OR AN EXPERIENCED WORKER, UTILIZING WORKMANSHIP OF THE HIGHEST CALIBER. THE BIDDER MUST VERIFY ALL DIMENSIONS AT THE SITE, SHALL BE RESPONSIBLE FOR THEIR CORRECTNESS, AND SHALL BE RESPONSIBLE FOR THE AVAILABILITY OF REPLACEMENT PARTS WHEN SPECIFIED IN WRITING BY FULTON COUNTY IN THE SPECIFICATIONS, PURCHASE ORDER, OR OTHER CONTRACT.
24. A SUCCESSFUL BIDDER IS SOLELY RESPONSIBLE FOR DISPOSING OF ALL WRAPPINGS, CRATING, AND OTHER DISPOSABLE MATERIAL UPON DELIVERY OF ITEM(S).

25. ALL BIDDERS ARE REQUIRED TO BE AUTHORIZED DISTRIBUTORS OR REGULARLY ENGAGED IN THE SALE OR DISTRIBUTION OF THE TYPE OF GOODS, MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THE BIDDER IS SUBMITTING A BID RESPONSE. IN ADDITION, ALL BIDDERS ARE REQUIRED TO PROVIDE FULTON COUNTY WITH THREE(3) WRITTEN REFERENCES DOCUMENTING THE SUCCESSFUL COMPLETION OF BIDS OR CONTRACTS FOR THE TYPES OF ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, OR SERVICES FOR WHICH THE BIDDER IS SUBMITTING A BID RESPONSE. IN INSTANCES WHERE A BIDDER HAS NEVER SUPPLIED SUCH GOODS, MATERIAL, EQUIPMENT, OR SERVICES BEFORE, THE BIDDER MUST SUBMIT WITH THE BID RESPONSE A STATEMENT AND SUPPORTING DOCUMENTATION DEMONSTRATING SUCH EXPERTISE, KNOWLEDGE, OR EXPERIENCE TO ESTABLISH THE BIDDER AS A RESPONSIBLE BIDDER, CAPABLE OF MEETING THE BID REQUIREMENTS SHOULD AN AWARD BE MADE. NO EXCEPTIONS TO THIS PROVISION WILL BE MADE UNLESS AUTHORIZED IN THE BID SPECIFICATIONS.
26. BIDDERS MAY BE REQUIRED TO FURNISH EVIDENCE THAT THEY MAINTAIN PERMANENT PLACES OF BUSINESS OF A TYPE AND NATURE COMPATIBLE WITH THEIR BID PROPOSAL, AND ARE IN ALL RESPECTS COMPETENT AND ELIGIBLE VENDORS TO FULFILL THE TERMS OF THE SPECIFICATIONS. FULTON COUNT MAY MAKE SUCH INVESTIGATIONS AS IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE BIDDER TO PERFORM SUCH WORK, AND RESERVES THE RIGHT TO REJECT ANY BIDDER IF EVIDENCE FAILS TO INDICATE THAT THE BIDDER IS QUALIFIED TO CARRY OUT THE OBLIGATION OF THE CONTRACT AND TO COMPLETE THE WORK SATISFACTORILY.
27. ALL BIDDERS MUST COMPLY WITH ALL FULTON COUNTY PURCHASING LAWS, POLICIES, AND PROCEDURES, AND NONDISCRIMINATION IN CONTRACTING AND PROCUREMENT ORDINANCE, AND RELEVANT STATE AND FEDERAL LAWS INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH EEOC HIRING GUIDELINES AND REQUIREMENTS UNDER THE AMERICANS WITH DISABILITIES ACT. SUCCESSFUL BIDDER MUST OBTAIN ALL PERMITS, LICENSES, AND INSPECTIONS AS REQUIRED AND FURNISH ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, TOOLS, SUPERVISION, AND INCIDENTALS NECESSARY TO ACCOMPLISH THE WORK IN THESE SPECIFICATIONS.
28. A SUCCESSFUL BIDDER WHO IS UNABLE OR UNWILLING TO ENTER INTO A CONTRACT WITH FULTON COUNTY SUBSEQUENT TO BEING GRANTED AN AWARD, OR WHO FAILS TO PERFORM IN ACCORDANCE WITH THE BID SPECIFICATIONS WILL BE SUBJECT TO DAMAGES AND ALL OTHER RELIEF ALLOWED BY LAW.
29. SUCCESSFUL BIDDERS CONTRACT DIRECTLY WITH FULTON COUNTY AND ARE THE PARTY OR PARTIES OBLIGATED TO PERFORM. CONTRACTS MAY NOT BE ASSIGNED AND ANY FAILURE TO PERFORM THE CONTRACT IN ACCORDANCE WITH THE SPECIFICATIONS WILL CONSTITUTE A BREACH OF CONTRACT AND MAY RESULT IN A BIDDER BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
30. IN CASE OF DEFAULT BY THE SUCCESSFUL BIDDER, FULTON COUNTY MAY PROCURE THE ARTICLES FOR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL BIDDER RESPONSIBLE FOR ANY RESULTING EXCESS COST.

31. THE COUNTY MAY AWARD ANY BID IN WHOLE OR IN PART TO ONE OR MORE VENDORS OR REJECT ALL BIDS AND/OR WAIVE ANY TECHNICALITIES IF IT IS IN THE BEST INTERESTS OF THE COUNTY TO DO SO. IN THE EVENT THAT ALL BIDS ARE NOT REJECTED, BIDS FOR ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, AND SERVICES WILL BE AWARDED TO THE LOWEST "RESPONSIBLE" BIDDER(S) AS DETERMINED BY FULTON COUNTY. SUBMITTING THE LOWEST BID, AS PUBLISHED AT THE BID OPENING, DOES NOT CONSTITUTE AN AWARD NOR THE MUTUAL EXPECTATION OF AN AWARD OF A CONTRACT OR PURCHASE ORDER. FOR PURPOSES OF THIS NOTICE AND THE ATTACHED BID SHEETS, A PURCHASE ORDER IS A CONTRACT TO PROVIDE ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, AND SERVICES AND IS INTENDED TO HAVE THE FULL FORCE AND EFFECT OF A CONTRACT. A BREACH OF THE TERMS AND CONDITIONS OF A PURCHASE ORDER CONSTITUTES A BREACH OF CONTRACT.
32. EVALUATION OF BIDS - ANY AWARD WILL BE SUBJECT TO THE BID BEING:
 - A. COMPLIANT TO THE SPECIFICATION - MEETS FORM, FIT, AND FUNCTION REQUIREMENTS STATED OR IMPLIED IN THE SPECIFICATIONS.
 - B. LOWEST COST TO THE COUNTY OVER PROJECTED USEFUL LIFE.
 - C. ADMINISTRATIVELY COMPLIANT - INCLUDING ALL REQUIRED BONDS, INSURANCE, ESTABLISHED QUALITY OF WORK AND GENERAL REPUTATION, FINANCIAL RESPONSIBILITY, RELEVANT EXPERIENCE, AND RELATED CRITERIA.
33. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. 50-18-70 ET SEQ.
34. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND BID OPENING PROCEDURES, O.C.G.A. 43-14-8.2(H).
35. SILENCE OF SPECIFICATIONS - THE APPARENT SILENCE OF THIS SPECIFICATION, AND ANY SUPPLEMENT THERETO, AS TO DETAILS, OR THE OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, WILL BE REGARDED AS MEANING ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ONLY MATERIALS OF THE HIGHEST QUALITY, CORRECT TYPE, SIZE, AND DESIGN ARE TO BE USED. ALL INTERPRETATIONS OF THIS SPECIFICATION WILL BE MADE UPON THE BASIS OF THIS STATEMENT, WITH FULTON COUNTY INTERPRETATION TO PREVAIL.
36. NO PERSON, FIRM, OR BUSINESS ENTITY, HOWEVER SITUATED OR COMPOSED, OBTAINING A COPY OF OR RESPONDING TO THIS SOLICITATION, SHALL INITIATED OR CONTINUE ANY VERBAL OR WRITTEN COMMUNICATIONS REGARDING THIS SOLICITATION WITH ANY COUNTY OFFICER, ELECTED OFFICIAL, EMPLOYEE, OR DESIGNATED COUNTY REPRESENTATIVE, BETWEEN THE DATE OF THE ISSUANCE OF THIS SOLICITATION AND THE DATE OF THE FINAL CONTRACT AWARD BY THE AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION.
37. ALL VERBAL AND WRITTEN COMMUNICATIONS INITIATED BY SUCH PERSON, FIRM, OR ENTITY REGARDING THIS SOLICITATION, IF SAME ARE AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION, SHALL BE DIRECTED TO THE PURCHASING AGENT.
38. ANY VIOLATION OF THIS PROHIBITION OF THE INITIATION OR CONTINUATION OF

VERBAL OR WRITTEN COMMUNICATIONS WITH COUNTY OFFICERS, ELECTED OFFICIALS, EMPLOYEES, OR DESIGNATED COUNTY REPRESENTATIVES SHALL RESULT IN A WRITTEN FINDING BY THE PURCHASING AGENT THAT THE SUBMITTED BID OR PROPOSAL OF THE PERSON, FIRM, OR ENTITY IN VIOLATION IS NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.

39. ANY OFFEROR INTENDING TO RESPOND TO THIS SOLICITATION AS A JOINT VENTURE MUST SUBMIT AN EXECUTED JOINT VENTURE AGREEMENT WITH THIS OFFER. THIS AGREEMENT MUST DESIGNATE THOSE PERSONS OR ENTITIES AUTHORIZED TO EXECUTED DOCUMENTS OR OTHERWISE BIND THE JOINT VENTURE IN ALL TRANSACTIONS WITH FULTON COUNTY, OR BE ACCOMPANIED BY A DOCUMENT, BINDING UPON THE JOINT VENTURE AND ITS CONSISTENT MEMBERS, MAKING SUCH DESIGNATION. OFFERS FROM JOINT VENTURES THAT DO NOT INCLUDE THESE DOCUMENTS WILL BE REJECTED AS BEING NON-RESPONSIVE.

CERTIFICATION REGARDING DEBARMENT

- (1) THE BIDDER CERTIFIES, BY SUBMISSION OF THIS BID OR PROPOSAL THAT NEITHER IT OR ITS SUBCONTRACTORS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THE TRANSACTION BY THE FULTON COUNTY GOVERNMENT.
- (2) WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH VENDOR OR SUBCONTRACTOR SHALL ATTACH AN EXPLANATION TO THIS BID OR PROPOSAL.

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

- (1) BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER IS PROVIDING THE CERTIFICATION SET OUT BELOW.
- (2) THE CERTIFICATION IN THIS CLAUSE IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WILL BE HEREIN PLACED IN AWARDED A CONTRACT. IF IT IS LATER DETERMINED THAT THE PROSPECTIVE VENDOR KNOWINGLY RENDERED AN ERRONEOUS CERTIFICATION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO FULTON COUNTY, THE DEPARTMENT WITH WHICH THE TRANSACTION ORIGINATED MAY PURSUE AVAILABLE REMEDIES, INCLUDING SUSPENSION AND/OR DEBARMENT, FOR WITHDRAWAL OF AWARD OR TERMINATION OF A CONTRACT.
- (3) THE BIDDER SHALL PROVIDE IMMEDIATE WRITTEN NOTICE TO THE PURCHASING AGENT TO WHOM THIS BID/PROPOSAL IS SUBMITTED IF AT ANYTIME THE BIDDER LEARNS THAT ITS CERTIFICATION WAS

ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.

(FC CODE SEC. 2-322. DEBARMENT). **(A) AUTHORITY *to suspend*.** AFTER REASONABLE NOTICE TO THE ENTITY INVOLVED AND REASONABLE OPPORTUNITY FOR THAT ENTITY TO BE HEARD, THE PURCHASING AGENT, AFTER CONSULTATION WITH USER DEPARTMENT, THE COUNTY MANAGER AND THE COUNTY ATTORNEY SHALL HAVE THE AUTHORITY TO SUSPEND AN ENTITY FOR CAUSE FROM CONSIDERATION FOR AWARD OF COUNTY CONTRACTS. AS USED IN THIS SECTION, THE TERM ENTITY MEANS ANY BUSINESS ENTITY, INDIVIDUAL, FIRM, CONTRACTOR, SUBCONTRACTOR OR BUSINESS CORPORATION, PARTNERSHIP, LIMITED LIABILITY CORPORATION, OR JOINT VENTURE, HOWEVER DESIGNATED OR STRUCTURED; PROVIDED, FURTHER, THAT ANY SUCH ENTITY SHALL ALSO BE SUBJECT TO SUSPENSION UNDER THIS SECTION IF ANY OF ITS CONSTITUENTS, MEMBERS, SUBCONTRACTORS AT ANY TIER OF SUCH ENTITY'S CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A CAUSE FOR SUSPENSION AND THE ENTITY, OR ANY CONSTITUENT OR MEMBER, KNEW OR SHOULD HAVE KNOWN OF THE COMMISSION OF THE ACT. THE SUSPENSION SHALL BE FOR A PERIOD NOT TO EXCEED THREE YEARS UNLESS CAUSE IS BASED ON A FELONY CONVICTION FOR AN OFFENSE RELATED OR ASSOCIATED WITH FRAUDULENT CONTRACTING OR MISAPPROPRIATION OF FUNDS WHEREIN THE SUSPENSION SHALL NOT EXCEED SEVEN YEARS.

(B) CAUSES *for suspension*. THE CAUSES FOR SUSPENSION INCLUDE:

- (1) CONVICTION FOR COMMISSION OF A CRIMINAL OFFENSE AS AN INCIDENT TO OBTAIN OR
ATTEMPTING TO OBTAIN A PUBLIC OR PRIVATE CONTRACT OR SUB-CONTRACT, OR IN PERFORMANCE OF SUCH CONTRACT OR SUB-CONTRACT;
- (2) CONVICTION OF STATE OR FEDERAL STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY OR OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY OR BUSINESS HONESTY WHICH CURRENTLY, SERIOUSLY AND DIRECTLY AFFECTS RESPONSIBILITY AS A COUNTY CONTRACTOR;
- (3) CONVICTION OF STATE OR FEDERAL ANTI-TRUST STATUTES ARISING OUT OF THE SOLICITATION AND SUBMISSION OF BIDS AND PROPOSALS;
- (4) VIOLATION OF CONTRACT PROVISIONS, AS SET FORTH BELOW, OF A CHARACTER WHICH IS REGARDED BY THE PURCHASING AGENT TO BE SO SERIOUS AS TO JUSTIFY SUSPENSION ACTION;
 - A. FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS WITHIN A TIME LIMIT PROVIDED IN A COUNTY CONTRACT;
 - B. A RECENT RECORD OF FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE IN ACCORDANCE WITH THE TERMS OF ONE OR MORE CONTRACTS; PROVIDED, THAT FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE CAUSED BY ACTS BEYOND THE CONTROL OF THE CONTRACTOR SHALL NOT BE CONSIDERED TO BE BASIS FOR SUSPENSION;
 - C. MATERIAL MISREPRESENTATION OF THE COMPOSITION OF THE OWNERSHIP OR WORKFORCE OR BUSINESS ENTITY CERTIFIED TO THE COUNTY AS A MINORITY BUSINESS ENTERPRISE; OR
 - D. FALSIFICATION OF ANY DOCUMENTS.

(5) COMMISSION OR SOLICITATION OF ANY ACT THAT WOULD CONSTITUTE A VIOLATION OF THE ETHICAL STANDARDS SET FORTH IN FULTON COUNTY CODE OF ETHICS.

- (6) KNOWING misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

NONCOLLUSION AFFIDAVIT OF BIDDER (FC Sec 2-320, (11))

State of _____)

)ss.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____
(owner, partner officer, representative, or agent) of _____
_____, the Bidder that has submitted the Bid;
- (2) He is fully informed respecting the preparation and contents of the bid and of all pertinent circumstances respecting such bid;
- (3) Such Bid is genuine and is not a collusive of sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any

way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the bid has been submitted or refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the Bid or of any other bidder, or to fix any overhead, profit or cost element of the bidding price or the bidding price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and

- (1) The price or prices in the bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

Title

Subscribed and Sworn to before me this ____ day of _____, 200____.

Title

My commission expires_____

(Date)

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR (FC Sec 2-320, (11))

State of _____)

i.)ss.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____
(owner, partner officer, representative, or agent)
of _____, hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the Bid submitted by the Subcontractor to _____, the Contractor for certain work connection with the _____ Contractor pertaining to the Project in Fulton County, Georgia.
- (3) Such Subcontractor's Bid is genuine and is not a collusive of sham Bid;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or to refrain from submitting a Bid in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and
- (5) The price or prices in the Subcontractor's Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and Sworn to before me this ____ day of _____ 200 ____.

Title

My commission expires _____

(Date)

CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

This is to certify that on this day, bidder acknowledges that he/she has read this bid document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #____ to #____, attachment(s) #_____ to #_____, and/or appendices #_____ to #_____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the proposing company to submit the bid herein and to legally obligate the bidder thereto.

Company:_____

Signature:_____

Name:_____

Title:_____ Date: _____

(CORPORATE SEAL)

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners that Fulton County Government and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with the bid. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation. The Plan should be designed to enhance the utilization of racial, gender or ethnic groups.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Department of Contract Compliance's Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until receipt of a payment from Fulton County, the prime contractor shall pay funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.

COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **bidders must submit the following completed documents**. Failure to provide this information shall result in the Bid being deemed non-responsive:

- < Promise of Non-Discrimination (Exhibit A)
- < Employment Report (Exhibit B)
- < Schedule of Intended Subcontractor Utilization (Exhibit C)
- < Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- < Declaration Regarding Subcontractor Practices (Exhibit E), if applicable
- < Joint Venture Disclosure Affidavit (Exhibit F), if applicable
- < **Equal Business Opportunity Plan (EBO Plan)**

The following document **must** be completed as instructed if awarded the bid:

- < Prime Contractor's Subcontractor Utilization Report (Exhibit G)

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/WE (_____),
Name

(_____)
Title Firm Name

Hereinafter “Company”), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from;
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business;
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain;
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract and;
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid. In addition, if subcontractors will be utilized by the bidder to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/Sales Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder _____ Subcontractor

Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid**. All prime bidders **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

PRIME BIDDER: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s) _____

1. My firm, as Prime Bidder on this scope of work/service(s) is ____ is not ____ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

2. If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.

3. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____

 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____

 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____

 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____

 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Small Business Enterprise Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the Owner, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the Owner to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the Owner may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number _____
Project Name _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder) (Subcontractor)

Signature _____ Signature _____

Title _____ Title _____

Date _____ Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

_____ hereby declares that it is
my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

RFP No. _____

Project Name _____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

- 1) Name of Business: _____
 Street Address: _____
 City/State/Zip: _____
 County: _____
 Nature of Business: _____
- 2) Name of Business: _____
 Street Address: _____
 City/State/Zip: _____
 County: _____
 Nature of Business: _____
- 3) Name of Business: _____
 Street Address: _____
 City/State/Zip: _____
 County: _____
 Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

PRINCIPAL OFFICE ADDRESS: _____

CITY/STATE/ZIP: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE AVOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

State of _____:

County of _____:

On this day of _____, 20_____, before me, appeared _____,

_____, the
aforementioned officers, personally appeared known to me to be an authorized company representative
described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity
therein stated and for the purpose therein contained.

Notary Public

(Notary Seal)

Signature

Commission Expires

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose

sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period
Name:					
Address:					
Telephone #:					

AMOUNT OF REQUISITION THIS PERIOD:\$ _____
TOTAL AMOUNT REQUISITION TO DATE:\$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Starting Date
TOTALS					

Executed By: _____

(Signature)

(Printed Name)